

**DRAFT PHILIP MORRIS
MILITARY CONTRACT
FOR DISCUSSION ONLY**

THE FOLLOWING AGREEMENT DATED _____ BETWEEN _____
(HEREINAFTER REFERRED TO AS "INSTALLATION") AND PHILIP MORRIS
INCORPORATED (HEREINAFTER REFERRED TO AS "PHILIP MORRIS") SHALL SET
FORTH THE TERMS AND CONDITIONS WITH REFERENCE TO THE
INSTALLATION HOSTING A THREE-DAY CONCERT FESTIVAL ON THE 1995
MARLBORO MUSIC MILITARY TOUR.

1. The purpose of this concert is to provide top quality entertainment to the INSTALLATION'S personnel, dependents, and guests. In addition, the INSTALLATION may use this opportunity to raise funds for its MWR, MAS or other recreational programs. The INSTALLATION will retain 100% of any profits from ticket sales, food/beverage concessions, etc. The INSTALLATION may elect to advertise and sell tickets to the surrounding civilian population at its sole option.
2. The date, time, location and talent recommendation for the INSTALLATION'S performance shall be as follows:

Dates TBD

Festival concert time (TBD) for each day

Talent (TBD)

3. MARLBORO/PHILIP MORRIS shall furnish, at no cost to the INSTALLATION the following:
 - All talent/performers
 - Stage and Roof
 - Sound and Lighting personnel
 - All necessary musical instruments, sound, and lighting equipment
 - Transportation and accommodations
 - Decorative scrim and bunding with MARLBORO TOUR logos for stage, soundwings, etc.
 - Jumbo tron Video walls
 - VIP/Media Tent
 - Catering for VIP/Media and all performers and technicians
 - Music Licensing Fees
 - Five million dollar Public Liability Insurance Policy
 - Advertising materials, i.e. posters, flyers and large banners
 - Two production officers (or one large trailer) equipped with telephones
 - All levels of concert credentials

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4. The INSTALLATION shall furnish and be responsible for the following at no cost to PHILIP MORRIS:

- Adequate outdoor venue suitable for concert
- All necessary requirements for venue, i.e. security, parking, outdoor rest room facilities, medical emergency personnel, concessionaires, ticket takers, crowd control, etc.
- A qualified electrician and electricity/power in the amount deemed necessary for PHILIP MORRIS' Production Manager (See Factor Industry Inc.)
- Labor, stage hands, truck loaders/unloaders (fifty persons for 6 total days - two shifts of 25 per day): 2 days for show set-up/load in; 3 days for shows; and 1 day for tear down/load out). A military liaison or supervisor should accompany and oversee these persons. It is also necessary that approximately 12 be willing to climb and assemble scaffolding for the roof
- Work lights enabling work on-site after dark
- Two forklifts and two operators (same schedule as stage hands) 8,000 lbs. all terrain
- Three trailers with 6 rooms or 6 dressing rooms.
- Runner with vehicle (same schedule as stage hands). On show days, two runners will be required.
- Access to shower facilities, towels and transportation to and from facilities for three days
- Large tent backstage for crew catering with tables and chairs for approximately fifty people
- Fifty sheets of plywood to be returned (does not have to be new and is optional as deemed necessary by Production Manager)
- Location for PHILIP MORRIS hospitality
- VIP viewing area (not directly in front of or within 75 feet of stage. Supporting additional sponsor locations not directly in front of stage or within 100 feet of stage)
- Overnight security for entire time, equipment, staging, trucks are on-site
- 6 Porta Johns backstage plus 2 Porta Johns at VIP area
- Water buffalo or running water and assorted drinks for work days in backstage area
- Temporary fencing to surround backstage area
- Six fire extinguishers
- Three Class-A phone lines installed (PHILIP MORRIS will pay for installment and all long distance charges)
- Six dozen towels (to be returned) per show
- Two golf carts for six days
- First-aid kit

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5. Advertising/Ticket Sales - PHILIP MORRIS shall furnish pre-produced posters, flyers, banners and t-shirts for work crew, as well as place and spend appropriate dollars on print advertising. All other advertising, marketing, and tickets shall be at the sole expense of the INSTALLATION, and must be submitted to PHILIP MORRIS in advance for approval. The INSTALLATION agrees to advertise/publicize and distribute materials for this concert in advance, under the direction of the producer as well as print and control tickets and box office funds. It is agreed that if admission is charged, tickets shall not exceed \$5.00. In any and all advertising and references to this concert the title shall be the 'MARLBORO MUSIC MILITARY TOUR'.
6. The talent furnished by MARLBORO/PHILIP MORRIS reserves the right to substitute entertainers of equal quality and value should a cancellation become necessary by any scheduled performer due to reasons of health, accident, Acts of God, or any other unforeseen occurrences. Any and all talent chosen to perform will be subject to the rules and regulations governing good taste and morality as set forth by MARLBORO/PHILIP MORRIS with consideration of military standards.
7. Should INSTALLATION deem it necessary to cancel concert due to Act of War or other government authority, MARLBORO/PHILIP MORRIS will reserve the right to reschedule the show, but is under no obligation to do so.
8. With the exception to the above clause, it is agreed that this concert is non-cancelable by INSTALLATION. In the event of rain or other adverse weather conditions, every effort will be made to complete the concert (including delaying show, if necessary). However, the safety of the patrons, entertainers and crew will not be compromised. PHILIP MORRIS reserves the sole right of decision to stop, delay, or cancel engagement. Should PHILIP MORRIS deem commencement or continuation of the concert unsafe and concert is not able to be performed on date of show, there shall be no make up or rain date. In such a case, it will be the INSTALLATION'S responsibility to handle any necessary refunds, etc.
9. It is agreed that no one will be permitted to enter the concert area with a video or audio recording device or any type of professional photographic equipment. PHILIP MORRIS reserves the right to ask INSTALLATION'S security to remove any violators of the above recording clause and to confiscate any film or audio tape. The only exceptions to this shall be Public Affairs Office or authorized local media which must be approved in advance by PHILIP MORRIS. INSTALLATION agreed to print on their tickets "no video or audio recorders, no coolers, no professional photography". Also, for the safety of the Artists and concert patrons, no beverages may be served in a can or glass container by INSTALLATION'S concessionaires. Furthermore, INSTALLATION agrees to deny entrance to anyone with a can or glass containers or coolers that could contain cans or bottles.

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10. In the event that the entertainers chose to sell merchandise (hats, t-shirts, etc.), INSTALLATION shall receive 15% of gross sales in exchange for providing separate covered booths/covered tents and tables near the entrance for Artist use. INSTALLATION shall be provided names, contacts for all merchandisers' and should make direct contact pertaining to all details (selling staff, inventory of good, etc.) NOTE: Trademark and licensing regulations prohibit the use of Artists, Producers, Sponsors, etc., logos or likenesses without prior written authority and no such "souvenirs" should be produced by INSTALLATION.
11. It is agreed that INSTALLATION shall use their best reasonable efforts to support, advertise, and attempt to make this concert a success with respect to the patrons/attendees. PHILIP MORRIS shall consult and oversee INSTALLATION'S efforts and INSTALLATION shall inform PHILIP MORRIS as often as necessary on the progress and developments of the planning, advertising, ticket sales, and overall operation of this concert. If tickets are sold for this show producer requires a daily ticket count at the end of each business day, once tickets go on sale.
12. PHILIP MORRIS shall furnish "official" MARLBORO decorations and banners for stage and concert area, and reserves the right to remove any other unapproved signs or banners in concert area day of show. This shall include entire venue, stage area, parking lots, etc. PHILIP MORRIS on behalf of PHILIP MORRIS will have authority to reject any and all unauthorized signage.
13. PHILIP MORRIS will furnish and distribute "official" laminated passes and INSTALLATION agrees to have their security honor these. Also INSTALLATION agrees to provide PHILIP MORRIS with up to _____ complimentary tickets for Artists' guests, record companies, etc., upon PHILIP MORRIS request. These will be placed in envelopes under individual names furnished by PHILIP MORRIS request and left at "Will Call" or the main ticket sales booth on the day of the show. In the event of a free show, INSTALLATION shall designate an area (and advise PHILIP MORRIS in advance for Artists' guests to pick up back stage passes.
14. PHILIP MORRIS requires from INSTALLATION a manifest of ticket sales (verification of number sold/amount of gross dollars), in writing no later than ten business days following concert date, for assessing payment of licensing/royalty fees and liability insurance (shows with no admittance charge can be designated by a base official).

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